

IN THE CHANCERY COURT OF TENNESSEE
FOR THE THIRTIETH JUDICIAL DISTRICT AT MEMPHIS, TN 38117-0200 BY: [initials]

LOUIS E. MALVEZZI,

Plaintiff,

v.

Case No.: Cht-14-0159-1

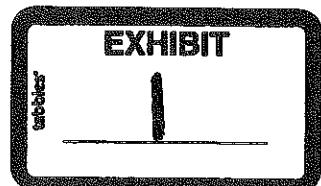
THE HARTFORD CASUALTY
INSURANCE COMPANY,

Defendant.

COMPLAINT

COMES NOW the Plaintiff, Louis E. Malvezzi, and sues the Defendant, Hartford Casualty Insurance Company and shows unto the Court as follows:

1. The Plaintiff, Louis E. Malvezzi, resides at 4778 Barfield Road, Memphis, TN 38117 and has at all times material herein.
2. That the defendant, Hartford Casualty Insurance Company is an insurance company doing business in the State of Tennessee with its principal offices at Hartford Plaza, Hartford, Connecticut 06115 and is subject to the jurisdiction of this Court.
3. On or about February 4, 2008, the Defendant insured the Plaintiff's commercial building against loss or injury by fire and other perils in a policy of insurance bearing policy number 20 SBA LP9337 DV for the term of one (1) year from 6/26/07 to 6/26/08. A copy of said policy will be filed in this cause at the appropriate time.
4. The said commercial property was totally destroyed by fire on February 4, 2008, of which the Defendant has had notice.
5. Although the Plaintiff has performed all conditions precedent to his right of recovery under said policy of insurance, the Defendant has failed and refused to make



payments to the Plaintiff in the proper amount. The failure of the Defendant to pay the Plaintiff is, and has been without justification and the payment has been withheld from the Plaintiff in bad faith. Therefore, the Plaintiff is entitled to recover in addition to the amount of the policy, an additional amount equal to 25% of the face value amount of the policy, pursuant to T.C.A. §56-7-105.

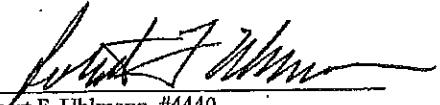
6. Furthermore, the Defendant has made improper direct contacts with the Plaintiff after being advised that the Plaintiff was represented by counsel.

7. At the time of the loss the Plaintiff engaged Welch Builders to perform an analysis and prepare an estimate for repairs to said insured building, which estimate is in the amount of \$90,203.00 and is attached as collective Exhibit "A" to this complaint. This information has been previously provided to the Defendant.

WHEREFORE, PREMISES CONSIDERED, Plaintiff Louis E. Malvezzi demands a judgment of \$150,000.00 plus attorney's fees and punitive damages and all interest and costs herein.

Respectfully submitted,

Cochran, Uhlmann, Abney, Duck & Wright



Robert F. Uhlmann, #4440
5050 Poplar Avenue, Suite 1134
Memphis, TN 38157
rob@cuadw.com
(901) 525-2426

Print Document

Page 3 of 9

Welch Builders

7761 Wolf River Blvd.
Germantown, TN 38138
Phone: 901-759-5100
Fax: 901-759-6111

Customer's Name: Louis E. Malvezz

Home Phone: 0

Business Phone: 901-689-5103

- Demo and remove all fire damaged materials.
- Draw plans for reconstruction of structure.
- Secure all necessary building permits.
- Rebuild structure in its entirety including but not limited to:
 - Frame floor joist, walls and roof system.
 - Install siding.
 - Install drywall and paint.
 - Install flooring.

EXHIBIT

A

Print Document

Page 4 of 9

09/08/2010 14:03 9017632987

FEDEX OFFICE

PAGE 12/18

Print Document

Page 5 of 9

4/16/2008

Welch Builders

7751 Wolf River Blvd
 Germantown, TN 38138
 Phone: 901-759-5100
 Fax: 901-759-5111

Customer's Name: Louis E Malvezz

Home Phone: 0
 Business Phone: 901-683-5103

Date: 4/16/2008

Total Bid Price: \$90,203.00

Contractor Notes:

We appreciate the opportunity to present this bid look forward to working with you. The attached bid is valid until May 15, 2008.

This bid is based on visual inspection only and does NOT include items which may need to be addressed that are hidden from site in order for the structure to be safe and secure. The scope of the work included in this bid and to be performed from inspection include:

- Demo and remove all fire damaged materials.
- Draw plans for reconstruction of structure.
- Secure all necessary building permits.
- Rebuild structure in its entirety including but not limited:
- Frame floor joist, walls and roof system.
- Install siding.
- Install drywall and paint.
- Install flooring.

Upon acceptance of bid, customer and contractor shall enter into a formal Contract.

Payment Schedule:

One half of the bid amount is to be paid at time of contract, this amount will be used to purchase all the materials necessary for the job.

Twenty-five percent of the bid will be paid at the mid-way point of the project.
 The final twenty-five percent will be paid at completion of the job.

Contractor Signature:Date:Customer Signature:Date:

Print Document

Page 6 of 9



150 Wolf River Blvd., Germantown, TN 38038

MEMPHIS TN 381

15 APR 2008 PM 14:34:42

Louis Malvezz
4778 Barfield Road
Memphis, TN 38117

09/08/2018 14:03 9017632907 FEDEX OFFICE PAGE 14/18

Print Document

Page 7 of 9

Welch Builders

4/16/2008

Customer's Name: Louis E Malvezz

Project Name: 699 East Shelby Drive
Project Address: 699 East Shelby Drive
MemphisHome Phone:
Business Phone: 901-683-5103Lot Number:
Subdivision:

Total Sales Price: \$ 90,203.00

Code	Project Overhead & Lot	Est. Cost or Std.	Draw 1	Draw 2	Draw 3	Vehicle
1000 Lot	\$ -					\$ -
Permit and Fees	\$ 500.00					\$ 500.00
Architecture & Engineering	\$ 2,000.00					\$ 2,000.00
Temporary Utilities	\$ -					\$ -
Construction Tools	\$ -					\$ -
Supervision	\$ 1,578.55					\$ 1,578.55
Insurance	\$ 902.03					\$ 902.03
Real Estate Commission	\$ -					\$ -
Subtotal - Project OH & Lot	\$ 4,880.58	\$ -	\$ -	\$ -	\$ -	\$ 4,880.58
<hr/>						
Code	Hard Costs	Est. Cost or Std.	Draw 1	Draw 2	Draw 3	Vehicle
Demolition	\$ 3,050.00					\$ 3,050.00
Asbestos Survey	\$ 400.00	Does not include asbestos removal if discovered				\$ 400.00
Finals	\$ -					\$ -
Foundation	\$ -					\$ -
CMU Foundation	\$ 2,000.00					\$ 2,000.00
Flatwork	\$ 1,000.00					\$ 1,000.00
Miscellaneous Steel	\$ -					\$ -
Canopy	\$ -					\$ -
Demolition	\$ -					\$ -
Utility Lateral	\$ -					\$ -
Sewer System	\$ -					\$ -
Permit Water Well Allow.	\$ -					\$ -
Framing Material	\$ -					\$ -
Framing	\$ 28,000.00	Includes materials and labor, roof, siding, walls				\$ 28,000.00
Entry Doors	\$ -	and door jamb				\$ -
Ceiling Tiles	\$ -					\$ -
Wainscoting	\$ -					\$ -
Plumbing	\$ 7,440.00					\$ 7,440.00
Heating	\$ -					\$ -
Air Conditioning	\$ 5,000.00					\$ 5,000.00
Electrical	\$ 8,886.00					\$ 8,886.00
Light Fixture Allowance	\$ 1,500.00					\$ 1,500.00
Roofing	\$ -					\$ -
Insulation	\$ -					\$ -
Drywall & Paint	\$ 10,000.00	Materials and Labor				\$ 10,000.00
Finish Carpentry	\$ 950.00					\$ 950.00
Finish Carpentry Labor	\$ -					\$ -
Painting	\$ -					\$ -
Tile/Marble	\$ -					\$ -
Stainless Allowance	\$ -					\$ -
Floor Coverings	\$ 3,350.00	Carpet and Vinyl Floor				\$ 3,350.00
Woodwork	\$ 1,220.00					\$ 1,220.00
Countertops	\$ -					\$ -
Appliances	\$ -					\$ -
Hardware & Mirrors	\$ -					\$ -
Siding	\$ -					\$ -
Soffit & Fascia	\$ -					\$ -
Gutter	\$ -					\$ -
Deck	\$ -					\$ -
Exterior Building	\$ -					\$ -
Exterior Plastic	\$ -					\$ -
Glazing	\$ 1,000.00					\$ 1,000.00
Landscaping	\$ -					\$ -
Subtotal of Hard Costs:	\$ 72,584.00	\$ -	\$ -	\$ -	\$ -	\$ 72,584.00
Tot. Hard Costs & Proj. OH	\$ 77,574.58	\$ -	\$ -	\$ -	\$ -	\$ 77,574.58
Company Overhead (15%)	\$ 1,164.08					\$ 1,164.08
Builder's Margin	\$ 10,824.38					\$ 10,824.38
Total Sales Price:	\$ 90,203.00					\$ 90,203.00
Total Square Foot	#DIV/0!					

PAGE 16/18

FEDEX OFFICE

09/08/2018 14:03 9017632907

Print Document

Page 9 of 9

Itemized Breakdown of Hard Costs (100% of Total Project Cost)					
Demolition	\$ 8,850.00				\$ 8,850.00
Asbestos Survey	\$ 400.00	Does not include Asbestos removal if discovered.			\$ 400.00
Footings					\$ -
Foundation	\$ -				\$ -
CMU Foundation	\$ 2,000.00				\$ 2,000.00
Flatwork	\$ 1,000.00				\$ 1,000.00
Miscellaneous Steel	\$ -				\$ -
Canopy	\$ -				\$ -
Damp-proofing	\$ -				\$ -
Utility Lateral	\$ -				\$ -
Sewer System	\$ -				\$ -
Rotable Water Well Allow.	\$ -				\$ -
Framing Material	\$ -				\$ -
Framing	\$ 26,000.00	Includes material and labor, roof, siding, walls			\$ 26,000.00
Entry Doors	\$ -	Same type list			\$ -
Ceiling Tile	\$ -				\$ -
Windows	\$ -				\$ -
Plumbing	\$ 6,440.00				\$ 6,440.00
Heating	\$ -				\$ -
Air Conditioning	\$ 5,999.00				\$ 5,999.00
Electrical	\$ 8,885.00				\$ 8,885.00
Light Fixture Allowance	\$ 1,500.00				\$ 1,500.00
Roofing	\$ -				\$ -
Insulation	\$ -				\$ -
Drywall & Paint	\$ 10,000.00	Material and Labor			\$ 10,000.00
Finish Carpentry	\$ 950.00				\$ 950.00
Finish Carpentry Labor	\$ -				\$ -
Painting	\$ -				\$ -
Tile/Marble	\$ -				\$ -
Fireplace Allowance	\$ -				\$ -
Floor Coverings	\$ 3,350.00	Carpet and Vinyl Floor			\$ 3,350.00
Cabinets	\$ 1,220.00				\$ 1,220.00
Countertops	\$ -				\$ -
Appliances	\$ -				\$ -
Hardware & Mirrors	\$ -				\$ -
Siding	\$ -				\$ -
Soffit & Fascia	\$ -				\$ -
Gutter	\$ -				\$ -
Deck	\$ -				\$ -
Exterior Railing	\$ -				\$ -
Foundation Plaster	\$ -				\$ -
Clean-up	\$ 1,000.00				\$ 1,000.00
Landscaping	\$ -				\$ -
Subtotal of Hard Costs	\$ 72,574.00				\$ 72,574.00
Total Hard Costs & Fix. Ch.	\$ 77,674.58				\$ 77,674.58
Company Overhead (G&A)	\$ 1,804.06				\$ 1,804.06
Builder's Margin	\$ 10,824.36				\$ 10,824.36
Total Sales Price	\$ 90,203.00				\$ 90,203.00
Total Square Feet					

09/08/2010 14:03 9017632907

FEDEX OFFICE

PAGE 17/18

Print Document

Page 1 of 3

STATE OF TENNESSEE
Department of Commerce and Insurance
500 James Robertson Parkway
Nashville, TN 37243-1131
PH - 615.532.5260, FX - 615.532.2788
Jerald.E.Gilbert@tn.gov

February 06, 2014

Hartford Casualty Insurance Company
800 S. Gay Street, Ste 2021 C/O Ct Corpo
Knoxville, TN 37929
NAIC # 29424

Certified Mail
Return Receipt Requested
7012 3460 0002 8941 9503
Cashier # 14118

Re: Louis E. Malvezzi V. Hartford Casualty Insurance Company
Docket # Ch-14-0159-1

To Whom It May Concern:

Pursuant to Tennessee Code Annotated § 56-2-504 or § 56-2-506, the Department of Commerce and Insurance was served February 06, 2014, on your behalf in connection with the above-styled proceeding. Documentation relating to the subject is herein enclosed.

Jerald E. Gilbert
Designated Agent
Service of Process

Enclosures

cc: Chancery Court Clerk
Shelby County
140 Adams Street, Rm 308
Memphis, Tn 38103



Print Document

Page 2 of 3

(CIRCUIT/CHANCERY) COURT OF TENNESSEE
140 ADAMS AVENUE, MEMPHIS, TENNESSEE 38103
FOR THE THIRTIETH JUDICIAL DISTRICT AT MEMPHIS

SUMMONS IN CIVIL ACTION

Docket No. CH-14-0159-1

Lawsuit
 Divorce

Ad Damnum \$ _____

Plaintiff(s)	Defendant(s)
... Louis E. Malvezzi	Hartford Casualty Insurance Company
VS	

Plaintiff(s)

Defendant(s)

TO: (Name and Address of Defendant (One defendant per summons))

Hartford Casualty Insurance Company
Hartford Plaza
Hartford, CT 06115

Method of Service:

Certified Mail
 Shelby County Sheriff
 Commissioner of Insurance (\$)
 Secretary of State (\$)
 Other TN County Sheriff (\$)
 Private Process Server
 Other

 Attach Required Fees

You are hereby summoned and required to defend a civil action by filing your answer with the Clerk of the Court and Plaintiff's attorney, whose address is 5050 Poplar Ave., Suite 1134, Memphis, TN 38157, telephone 9015252426 within THIRTY (30) DAYS after this summons has been served upon you, not including the day of service. If you fail to do so, a judgment by default may be taken against you for the relief demanded in the Complaint.

TESTED AND ISSUED

1-31-14By Mr. And

TO THE DEFENDANT:



NOTICE: Pursuant to Chapter 919 of the Public Acts of 1980, you are hereby given the following notice: Tennessee law provides a four thousand dollar (\$4,000) personal property exemption from execution or seizure to satisfy a judgment if a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the items you wish to claim as exempt with the Clerk of the Court. The list may be filed at any time and may be changed by you thereafter as necessary; however, unless it is filed before the judgment becomes final, it will not be effective as to any execution or garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed. These include items of necessary wearing apparel (clothing) for yourself and your family and trunks or other receptacles necessary to contain such apparel, family portraits, the family Bible and school books. Should any of these items be seized, you would have the right to recover them. If you do not understand your exemption right or how to exercise it, you may wish to seek the counsel of a lawyer.

FOR AMERICANS WITH DISABILITIES ACT (ADA) ASSISTANCE ONLY, CALL (901) 222-2341

I, JIMMY MOORE / DONNA RUSSELL, Clerk of the Court,
Shelby County, Tennessee, certify this to be a true and
accurate copy as filed this

1-31-14

JIMMY MOORE, Clerk / DONNA RUSSELL, Clerk / Master

By: Mr. And

Print Document

Page 3 of 3

RETURN OF SERVICE OF SUMMONSI HEREBY CERTIFY THAT I HAVE SERVED THE WITHIN SUMMONS:

By delivering on the _____ day of _____, 20____ at _____ M. a copy of the summons
and a copy of the Complaint to the following Defendant _____
at _____

By:

Sheriff or other authorized person to serve process

Signature of person accepting service

RETURN OF NON-SERVICE OF SUMMONSI HEREBY CERTIFY THAT I HAVE NOT SERVED THE WITHIN SUMMONS:

To the named Defendant _____
because _____ is (are) not to be found in this County after diligent search and inquiry for the following
reason(s): _____

This _____ day of _____, 20_____

By:

Sheriff or other authorized person to serve process